

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

T-M VACUUM PRODUCTS, INC.,	§	
	§	
	§	
PLAINTIFF	§	CASE NO. 07-4108
	§	
VS.	§	
	§	
TAISC, INC., d/b/a GLOBALEASE	§	
SOLUTIONS,	§	
	§	
DEFENDANT	§	

PLAINTIFF’S RESPONSE TO DEFENDANT COUNTER PLAINTIFF’S  
MOTION FOR NEW TRIAL

Plaintiff T-M Vacuum Products, Inc. (“T-M Vacuum”) responds in opposition to Defendant Counter Plaintiff’s Motion for New Trial, filed by Defendant TAISC, Inc., d/b/a GlobaLease Solutions (“GlobaLease”), and respectfully states:

1. Plaintiff has detailed the grounds supporting summary judgment, including responses to the defenses and claims raised by GlobaLease, in Plaintiff’s Motion for Summary Judgment (docket no. 8) and in Plaintiff’s Response to Defendant Counter Plaintiff’s Memorandum in Support of Motion for Reconsideration of Court’s Order (docket no. 36). Likewise, the Court has twice addressed GlobaLease’s position – in its Memorandum and Order signed May 15, 2008 (docket no. 33) and its Memorandum and Opinion signed July 16, 2008 (docket no. 37). Those detailed discussions need not be repeated here. Except for the limited issues addressed below, nothing new is raised in GlobaLease’s motion for new trial.

2. GlobaLease submits a November 7, 2006, letter, from the Purchasing Director at

Ulba, suggesting that Ulba's manager might be subject to criminal penalties if the furnaces, which were then late, were not promptly delivered or the consideration paid thus far returned. This letter, along with several others submitted with the motion, were not offered in response to T-M Vacuum's motion for summary judgment and they need not be considered at this late date.

3. More importantly, Ulba later accepted the furnaces and made all lease payments without delay or deduction of any kind. GlobaLease offered no evidence that the manager of Ulba ever did suffer criminal penalties – or any other penalties or losses. Nor did GlobaLease offer evidence of any loss suffered by GlobaLease, which received *every payment* under its lease.

4. GlobaLease also asserts that T-M Vacuum somehow made “additional profits” while Ulba and GlobaLease suffered unspecified losses as a result of the alleged late delivery of furnaces. That is plainly untrue on the face of the record in this case. T-M Vacuum has not even been paid the purchase price for the delivered furnaces, much less earned “additional interest” or other sums. Similarly, there is no summary judgment evidence of any loss, of any kind, suffered by either Ulba or GlobaLease. The Court properly granted summary judgment, properly denied GlobaLease's motion for reconsideration, and should promptly deny GlobaLease's motion for new trial.

WHEREFORE, Plaintiff/Counter-Defendant T-M Vacuum Products, Inc. prays that the Court deny Defendant Counter Plaintiff's Motion for New Trial.

Respectfully submitted,

/s/ H. Miles Cohn

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**ATTORNEYS FOR PLAINTIFF/COUNTER-DEFENDANT**

**CERTIFICATE OF SERVICE**

I do hereby certify that a copy of the foregoing Defendant Counter Plaintiff's Motion for New Trial has been forwarded, via facsimile, on this the 4<sup>th</sup> day of August, 2008, to Defendant/Counter-Plaintiff's attorney of record:

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/s/ H. Miles Cohn

H. Miles Cohn